

FIXED RECOVERY ANNEX

(Deutsche Bank version)

This Fixed Recovery Annex (this **Fixed Recovery Annex**), if specified as an Additional Annex in a Confirmation, shall be deemed to amend, supplement and form part of the Standard Terms Supplement (as defined in the relevant Confirmation) (the **Standard Terms Supplement**) for purposes of the relevant Transaction. Capitalised terms used but not defined in this Fixed Recovery Annex shall have the meaning given to such terms in the Standard Terms Supplement or the relevant Confirmation. In the event of any inconsistency between the Standard Terms Supplement and this Fixed Recovery Annex, this Fixed Recovery Annex will govern. In the event of any inconsistency between this Fixed Recovery Annex and the relevant Confirmation, the relevant Confirmation will govern. In the event of any inconsistency between this Fixed Recovery Annex and the DB Additional Provisions Annex, to the extent both annexes are applicable with respect to a Confirmation, this Fixed Recovery Annex shall govern with respect to the conflicting terms. In the event of any inconsistency between this Fixed Recovery Annex and any other Additional Annex, such inconsistency shall be resolved by the Calculation Agent.

The definition of Settlement Method in the Standard Terms Supplement shall be deemed to be deleted and replaced in its entirety by the following provisions:

"Settlement Method:

Cash Settlement, as modified hereby. Article VIII of the Credit Derivatives Definitions will not apply, except to the extent that any definitions contained therein are required for purposes of the other provisions of this Standard Terms Supplement. All provisions of this Standard Terms Supplement that relate to Physical Settlement or reference concepts of Physical Settlement, if any, shall be construed in accordance with the parties' intention for the Settlement Method to be Cash Settlement.

Upon the occurrence of an Event Determination Date, Buyer and Seller shall comply with the settlement terms, as modified by any Additional Annex and as may be further modified by the relevant Confirmation, and Seller shall pay the Cash Settlement Amount, if any, to Buyer on the Cash Settlement Date."

The following provisions of the Standard Terms Supplement shall be deemed to be deleted and replaced in their entirety by the following:

"Valuation Date:

Single Valuation Date. In respect of a Reference Entity, the Event Determination Date.

Cash Settlement Date:

In respect of a Reference Entity, the day that falls three Business Days after the Valuation Date.

Cash Settlement Amount:

With respect to a Cash Settlement Date, the Incurred Loss Amount in respect of the related Valuation Date.

Calculation Date:	In respect of a Reference Entity, the Event Determination Date.
Calculations:	If any day is a Calculation Date with respect to more than one Reference Entity, the Loss Amount, Aggregate Loss Amount, Outstanding Swap Notional Amount and Incurred Loss Amount and, if applicable, the Recovery Amount, Aggregate Recovery Amount and Incurred Recovery Amount, with respect to each Reference Entity shall be calculated in the order determined by the Calculation Agent acting in good faith and in a commercially reasonable manner.
Loss Amount:	With respect to a Reference Entity and the relevant Calculation Date, an amount calculated on that Calculation Date equal to (a) 100% <u>minus</u> the Final Price for that Reference Entity and Calculation Date <u>multiplied by</u> (b) the Reference Entity Notional Amount or Exercise Amount, as applicable, for that Reference Entity <u>multiplied by</u> (c) the Specified Proportion for that Reference Entity and Calculation Date.
Aggregate Loss Amount:	At any time on any day, the aggregate of all Loss Amounts calculated hereunder with respect to all Reference Entities at or prior to such time on such day.
Final Price:	0%.